

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

IN RE VITAMIN C ANTITRUST  
LITIGATION

MASTER FILE 06-MD-1738 (BMC) (JO)

**This Document Relates To:  
ALL CASES**

THIS CAUSE came before the Court on Injunction Class Plaintiffs' Motion for Preliminary Approval of Settlements with Defendant Northeast Pharmaceutical Co., Ltd. ("NEPG"), dated March 25, 2013. Defendant NEPG entered into a settlement agreement with the Injunction Class on February 22, 2013. The Court, having reviewed the Motion, its accompanying memorandum, the Settlement Agreement, and the file, hereby:

**ORDERS AND ADJUDGES:**

1. Terms used in this Order that are defined in the Settlement Agreement are, unless otherwise defined herein, used in this Order as defined in the Settlement Agreement.

Preliminary Approval of Injunction Class Settlement Agreement

2. The terms of the Injunction Class Settlement Agreement are hereby preliminarily approved, including the releases contained therein, as being fair, reasonable, and adequate to the Injunction Class, subject to the Fairness Hearing described below. The Court finds that the Injunction Class Settlement Agreement was entered into at arm's-length by highly experienced counsel and is sufficiently within the range of reasonableness that notice of the Injunction Class Settlement Agreement should be given as provided in this Order.

Notice to Potential Class Members

3. ~~At a later date,~~ By April 29, 2013, Class Counsel shall submit to the Court for approval a notice plan

BMC

for purposes of advising class members, among other things, of their right to object to the Settlement Agreement, the procedure for submitting an objection, the time, date, and location of the Fairness Hearing, and their right to appear at the Fairness Hearing.

Settlement Administration

4. To effectuate the Settlement Agreement and the Notice provisions, the Court hereby approves Rust Consulting as the Administrator of the Settlements, to be responsible for: (a) establishing a P.O. Box and website (to be included in the notice to class members) for the purpose of communicating with class members; (b) disseminating notice to the classes; and (c) accepting and maintaining documents sent from the class members.

5. The Court approves Class Counsel's designation of Citibank, N.A. as Escrow Agent.

Other Provisions

6. In the event that the Settlement Agreement is terminated in accordance with its provisions, that Settlement Agreement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided to the contrary in that Settlement Agreement, and without prejudice to the status quo ante rights of Plaintiffs, NEPG and the members of the classes.

**IT IS SO ORDERED.**

DATED: March 28, 2013

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Brian M. Cogan, U.S.D.J.

Conformed copies furnished to:  
Counsel of Record